

# EXHIBIT A

STATE OF MINNESOTA  
COUNTY OF OLMDSTED

DISTRICT COURT  
THIRD JUDICIAL DISTRICT

Mayo Clinic,

Case Type: Consumer Credit Contract

Plaintiff,

v.

Jeffrey Lee Kittle  
5720 Sunset Lane  
Indianapolis, IN 46228,

**SUMMONS**

Defendant.

THIS SUMMONS IS DIRECTED TO THE ABOVE-NAMED DEFENDANT:

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to the lawsuit even though it may not yet be filed with the Court and there may be no Court file number on this Summons.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a written response called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at 7650 Edinborough Way, Suite 500, Edina, MN 55435.

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

**4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.**

If you do not answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief demanded in the Complaint.

**5. LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

**6. ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: January 22, 2021

D.S. Erickson & Associates, PLLC



D. Scott Erickson (#0282212)  
Timothy J. Henkel (#0389403)  
Gregory E. Hanson (#0395404) ✓  
Lukas F. Belflower (#0401161)  
7650 Edinborough Way, Suite 500  
Edina, MN 55435  
(612) 333-7600  
Attorneys for Plaintiff

Firm File Number: 2162937

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMSTED

THIRD JUDICIAL DISTRICT

---

Mayo Clinic,

Case Type: Consumer Credit Contract

Plaintiff,

v.

Jeffrey Lee Kittle,

COMPLAINT

Defendant.

---

The Plaintiff, for its claim against the above-named Defendant, complains and alleges as follows:

1. Plaintiff is a Minnesota corporation with a principal place of business located at 200 1st Street S.W., Rochester, MN 55905.
2. Defendant is a resident of Indiana with a residential address located at 5720 Sunset Lane, Indianapolis, IN 46228.
3. Plaintiff provided valuable medical goods and services to Defendant on account from June 28, 2018 through March 21, 2019, for which Defendant has not paid.
4. To date, Defendant owes Plaintiff the amount of two hundred thirty-three thousand five hundred sixty-one dollars and fifty-six cents (\$233,561.56) for the goods and services provided to Defendant by Plaintiff.
5. Defendant's refusal to pay has forced Plaintiff to retain the services of D.S. Erickson & Associates, PLLC and Plaintiff will incur attorney fee expenses to obtain collection of the amount due and owing.

**CLAIM I  
BREACH OF CONTRACT**

6. Plaintiff incorporates each and every allegation contained in Paragraphs 1-5, inclusive, with the same force and effect as if fully set forth herein.

7. Plaintiff provided valuable medical goods and services to Defendant and billed Defendant accordingly.

8. Defendant has breached the contract between Plaintiff and Defendant, the exchange of goods and services for a fee, by failing to pay Plaintiff for the goods and services provided to Defendant.

9. As a result of Defendant's breach, Plaintiff has and will incur damages in the amount of two hundred thirty-three thousand five hundred sixty-one dollars and fifty-six cents (\$233,561.56).

**CLAIM II  
UNJUST ENRICHMENT**

10. Plaintiff incorporates each and every allegation contained in Paragraphs 1-9, inclusive, with the same force and effect as if fully set forth herein.

11. Plaintiff incurred time and resource expenses in rendering medical goods and services to Defendant.

12. Defendant knowingly accepted the goods and services and received value and benefit from same.

13. Defendant's retention of the value and benefit received from Plaintiff's goods and services without paying Plaintiff will result in Defendant's unjust enrichment.

14. Plaintiff is entitled to payment of the value of the benefit received by Defendant in the amount of two hundred thirty-three thousand five hundred sixty-one dollars and fifty-six cents

(\$233,561.56).

**WHEREFORE**, Plaintiff demands judgment against Defendant in the amount of two hundred thirty-three thousand six hundred forty-nine dollars and fifty-six cents (\$233,649.56), which includes the cost of personal service of process (\$88.00), together with its costs and disbursements herein and such other relief as the Court deems appropriate.

Dated: January 22, 2021

D.S. Erickson & Associates, PLLC



D. Scott Erickson (#0282212)  
Timothy J. Henkel (#0389403)  
Gregory E. Hanson (#0395404) ✓  
Lukas F. Belflower (#0401161)  
7650 Edinborough Way, Suite 500  
Edina, MN 55435  
(612) 333-7600  
Attorneys for Plaintiff

#### ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. 549.21 subdivision 2, to the party against whom the allegations in this pleading are asserted.

Dated: January 22, 2021

D.S. Erickson & Associates, PLLC



D. Scott Erickson (#0282212)  
Timothy J. Henkel (#0389403)  
Gregory E. Hanson (#0395404) ✓  
Lukas F. Belflower (#0401161)  
7650 Edinborough Way, Suite 500  
Edina, MN 55435  
(612) 333-7600  
Attorneys for Plaintiff

**State of Minnesota****District Court**

County of  Olmsted	Judicial District: <u>Third</u> Court File Number: _____ Case Type: <u>Consumer Credit Contract</u>
--------------------------	---

Mayo Clinic

Plaintiff (first, middle, last)

vs.

Jeffrey Lee Kittle

Defendant (first, middle, last)

Date Case Filed: 03/12/2021**Civil Cover Sheet  
(Non-Family Case Type)**

Minn. Gen. R. Prac. 104

This civil cover sheet must be filed by the initial filing lawyer or party, if unrepresented by legal counsel, unless the court orders all parties or their legal counsel to complete this form. Once the initial civil cover sheet is filed, opposing lawyers or unrepresented parties who have not already been ordered to complete this form may submit their own cover sheet within 7 days after being served with the initial cover sheet. See Rule 104 of the General Rules of Practice for the District Courts.

If information is not known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within 7 days of learning the information. Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

**ATTORNEY FOR PLAINTIFF**

D. Scott Erickson

Attorney Name (not firm name)

7650 Edinborough Way, Suite 500

Postal Address

Edina

City

MN

State

55435

Zip Code

(612) 333-7600

Telephone Number

E-mail Address

0282212

Minnesota Attorney ID Number

**ATTORNEY FOR DEFENDANT**

Cameron R. Woods

Attorney Name (not firm name)

90 South 7th Street, Suite 2800

Postal Address

Minneapolis

City

MN

State

55402

Zip Code

(612) 428-5000

Telephone Number

cameron.woods@lewisbrisbois.com

E-mail Address

0399537

Minnesota Attorney ID Number

PLAINTIFF, Self-represented

DEFENDANT, Self-represented

Name

Name

Postal Address

Postal Address

City

State

Zip Code

City

State

Zip Code

Telephone Number

Telephone Number

E-mail Address

E-mail Address

(Attach additional sheets for additional attorneys / parties)

Note: If either Plaintiff or Defendant gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

1. Provide a concise statement of the case including facts and legal basis:  
Plaintiff allegedly provided medical services to Defendant and Defendant allegedly failed to pay for those services. Claims are for breach of contract and unjust enrichment.
2. Date Complaint was served: 03/12/2021
3. For Expedited Litigation Track (ETLT) Pilot Courts only:
  - a. ☐ The parties jointly and voluntarily agree that this case shall be governed by the Special Rules of ETLT Pilot. Date of agreement: \_\_\_\_\_
  - b. ☐ The court is requested to consider excluding this case from ETLT for the following reasons:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: ETLT is mandatory in certain cases, and where mandatory, exclusion may also be sought by timely motion under the Special Rules for ETLT Pilot.

- c. ☐ Anticipated number of trial witnesses: \_\_\_\_\_
- d. ☐ Amount of medical expenses to date: \_\_\_\_\_



- e. ☐ Amount of lost wages to date: \_\_\_\_\_
- f. ☐ Identify any known subrogation interests: \_\_\_\_\_
4. For Complex Cases (See Minn. Gen. R. Prac. 146):
- a. Is this case a "complex case" as defined in Rule 146? ☐ Yes ☒ No
- b. State briefly the reasons for complex case treatment for this case:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- c. Have the parties filed a "CCP Election" for this case as provided in Rule 146(d)?  
☐ Yes ☐ No
5. Estimated discovery completion within 12 months from the date of this form.
6. Disclosure/discovery of electronically stored information discussed with other party?  
☒ No ☐ Yes Date of discussion: \_\_\_\_\_
- If yes, list agreements, plans and disputes:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
7. Proposed trial start date: 03/12/2022
8. Estimated trial time: 2 days \_\_\_\_\_ hours (estimates less than a day must be stated in hours).
9. Jury trial is:
- ☒ waived by consent of Defendant pursuant to Minn. R. Civ. P. 38.02.  
(specify party)
- ☐ requested by \_\_\_\_\_ (NOTE: Applicable fee must be enclosed)  
(specify party)
10. Physical/mental/blood examination pursuant to Minn. R. Civ. P. 35 is requested.  
☐ Yes ☒ No
11. Identify any party or witness who will require interpreter services, and describe the services needed (specifying language, and if known, particular dialect):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

12. Issues in dispute: Breach of Contract, Unjust enrichment
13. Case Type/Category: Consumer Credit Contr (NOTE: select case types from the Civil Case Type Index found at [http://www.mncourts.gov/mncourtsgov/media/scao\\_library/documents/eFile%20Support/Handout-Case-Type-Index.pdf](http://www.mncourts.gov/mncourtsgov/media/scao_library/documents/eFile%20Support/Handout-Case-Type-Index.pdf).)
14. Recommended Alternative Dispute Resolution (ADR) mechanism: mediation  
(See list of ADR processes set forth in Minn. Gen. R. Prac. 114.02(a))  
Recommended ADR provider (known as a "neutral") Paul J. Rocheford  
Recommended ADR completion date: 10/01/2021  
If applicable, reasons why ADR not appropriate for this case:

By signing below, the attorney or party submitting this form certifies that the above information is true and correct.

Submitted by:

s/Cameron R. Woods  
Signature

Name: Cameron R. Woods

Attorney Reg. #: 0399537

Firm/Agency Name: Lewis Brisbois Bisgaard & Smith LLP

Street Address: 90 South 7th Street, Suite 2800

City/State/Zip Code: Minneapolis, MN 55402

Telephone: (612) 428-5000

Date: 03/12/2021